

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case
29-CA-306758Date Filed
11/8/2022**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer The Brooklyn Nets		b. Telephone No.
		c. Case No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 168 39th St., 7th Floor, Brooklyn, New York 11232. Telephone: 718-933-3000.	e. Employer Representative (b) (6), (b) (7)(C)	g. e-mail
		h. Number of workers employed 200-500
i. Type of Establishment (factory, mine, wholesaler, etc.) Professional Sports Franchise		j. Identify principal product or service Elite Pro Basketball Competition

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) **Sec. 8(a)(1)** of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

The NBA is a unionized workplace that operates under a CBA. Under the NLRA, wages, hours, terms and conditions of employment are mandatory bargaining subjects. 1. The Brooklyn Nets made unilateral changes to mandatory bargaining subjects, the terms and conditions of **(b) (6), (b) (7)(C)** employment contract. 2. The Employer imposed an indefinite suspension on the Employee due to **(b) (6), (b) (7)(C)** "failure to unequivocally state that **(b) (6), (b) (7)(C)**". 3. Employee beliefs are not covered subjects of bargaining under the CBA or captured in the UPC.

Under the UPC and CBA, a team can terminate a **(b) (6), (b) (7)(C)** employment contract by first following the waiver protocol. The Brooklyn Nets indefinite suspension of the employee is a tactic to avoid compliance with the waiver protocol. If the employer followed the waiver protocol, **(b) (6), (b) (7)(C)** contract with the Nets would officially end, and **(b) (6), (b) (7)(C)** free agency period would begin.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)**The Labor Organizers, (b) (6), (b) (7)(C)**

4a. Address (Street and number, city, state, and ZIP code) Address not disclosed due to atmosphere of political violence Contact: (563)529-6474. (b) (6), (b) (7)(C)	4b. Telephone No.
	4c. Case No.
	4d. Fax No.
	4e. e-mail

5. Full name of national or international labor organization of which this is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**N/A****6. DECLARATION**

I declare that I have read the above charge and that the statements
(b) (6), (b) (7)(C) are true to the best of my knowledge and belief.

(b) (6), (b) (7)(C) of The Labor Organizers

(Print/type name and title or office, if any)

(Print/type name and title or office, if any)

Address

Date

11/08/2022

Telephone No.

Office, if any, Case No.

Fax No.

e-mail

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.